

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: July 20, 2005

Division: TDC

Bulk Item: Yes X No

Department:

Staff Contact Person: Maxine Pacini

AGENDA ITEM WORDING:

Approval of an Amendment to Agreement with The Marathon Community Theatre to revise Exhibit A
– Schedule of Events.

ITEM BACKGROUND:

Due to Medical Illness an April performance had to be cancelled and substituted with other performances.

PREVIOUS RELEVANT BOCC ACTION:

BOCC approved original Agreement at their meeting of October 20, 2004.

CONTRACT/AGREEMENT CHANGES:

Amendment to Revise Exhibit A

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$23,349

BUDGETED: Yes X No

COST TO COUNTY: \$23,349

SOURCE OF FUNDS: TDC

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


(Lynda Stuart)

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: The Marathon Community Theatre, Inc. Contract #
 Effective Date: 4/1/05
 Expiration Date:

Contract Purpose/Description:

Approval of an Amendment to Agreement with The Marathon Community Theatre to revise Exhibit A – Schedule of Events.

Contract Manager: Maxine Pacini 3523 TDC # 3
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 7/20/05 Agenda Deadline 7/5/05

CONTRACT COSTS

Total Dollar Value of Contract: \$ 23,349 Current Year Portion: \$
 Budgeted? Yes ☒ No ☐ Account Codes 115-75011-530340-T55C-040-X-530480
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>4/26/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/26/05</u>
Risk Management	<u>5-2-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawik</u>	<u>5-2-05</u>
O.M.B./Purchasing	<u>4-27-05</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>4/29/05</u>
County Attorney	<u>4/25/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Hutton</u>	<u>4/25/05</u>

Comments:

AMENDMENT TO AGREEMENT

THIS ADDENDUM to agreement is made and entered into this ____ day of _____ 2005, between the County of Monroe and The Marathon Community Theatre, Inc.

WHEREAS, there was a contract entered into on October 20, 2004, between the parties, awarding \$23,349 to the Marathon Community Theatre, Inc. for the production of the Marathon Community Theatre Season 2004/2005 between October 2004 and September 2005, and

WHEREAS, it has become necessary to revise Exhibit A of the Agreement to substitute one set of performances for another due to cancellation;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

1. Exhibit A of the agreement shall be revised to allow for the cancellation of "Message Therapy" and the addition of Gallager & Benvenuti History of The Florida Keys & Cuba; Diary of Anne Frank; and Frozen.

2. The remaining provisions of the contract dated October 20, 2004, not inconsistent herewith, remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

Marathon Community Theatre, Inc.


President

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY
COMMISSIONERS OF
MONROE COUNTY, FLORIDA

Deputy Clerk

Mayor (Dixie M. Spehar)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

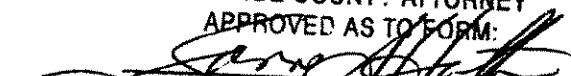

SUZANNE A. HUTTON

EXHIBIT A

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL CULTURAL UMBRELLA SCHEDULE OF EVENTS

FISCAL YEAR 2005

EVENT NAME: Marathon Community Theatre 2004/2005 Season-Revised

List scheduled event activities in date order. If pre-promotion is included, indicate the event dates of the next season. If funded, funds will be reimbursed only for the promotion of event activities listed here.

September 11 – 12, 2004: Auditions

October 8 – 9, 2004: One Weekend Only (musical review/variety show)

November 11 – December 4, 2004 *Proof*, a drama by David Auburn

November – December: Art show TBA

December 18, 2004: The Fifth Annual MCT Christmas Show

January 6 – 23, 2005: Ivan Menchell's *The Cemetery Club*

January: Art show TBA

February 24 - March 19, 2005: *Kiss Me Kate*, the musical.

February – March: Florida Keys Watercolor Society annual judged art show.

March - April (specific date to be announced): MCT's First Annual Spring Variety Show

April: Art Show TBA

Cancelled -April 15 – 30, 2005: *Massage Therapy*, a drama by Joe Godfrey due to health issues with persons cast

Scheduled – April 22 – Gallagher & Benvenuti History of The Florida Keys & Cuba

Scheduled – April 29-30 – *Diary of Anne Frank*, a drama

Scheduled – May 6-7 – The Red Barn performs "Frozen" a drama by Bryony Lavery

May 2005 (specific dates to be announced): MCT's Student Drama Club's Musical or other TBA small production

July 29, 30 and August 5, 6 2005: *The Vagina Monologues*, a comedy by Eve Ensler
Extended Dates also includes August 12 & 13.

September 2005: Auditions

Pre-promotion August through September 2005: The next season brochure will be designed, printed, mailed and distributed by the end of September 2005. Other pre-promotion includes photography slides. The next MCT season will begin in October 2005 and run through August 2006.

Note: Additional programming may be added/deleted and dates above may change or more dates added during the season



1100 Simonton Street, Key West, FL 33040

305/295/4369 info@keysarts.com www.keysarts.com

April 21, 2005

RECEIVED
APR 25 2005

To: Maxine Pacini, Monroe County Tourist Development Council

From: Monica Haskell, Cultural Umbrella Administrator 

Re: Marathon Community Theatre - Requested Change to Contract

The attached request by Marathon Community Theatre to change their 2004/05 schedule of performances by substituting one set of performances for another that had to be cancelled, is accepted by the Cultural Umbrella.

Please process an amendment to incorporate this information into Marathon Community Theatre's contract.

April 6, 2005

Florida Keys Council of the Arts

1100 Simonton Street

Key West, FL 33040

To Whom It May Concern:

As some of you may know we have had to cancel our last production, "Massage Therapy", due to serious health issues with two of the people cast.

"Massage Therapy" was scheduled to run April 15, 16, 22, 23 29 & 30. The Marathon Community Theatre Board of Directors is excited to be able to replace it with a variety of different options for theatre goers. I am sending a copy of our new schedule for your approval.

Thank you for your time and effort in helping us to provide these exciting shows in the Florida Keys! If you have any questions, please don't hesitate to contact me directly at 305-743-0408.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Wanda Whitehouse".

Wanda Whitehouse
General Manager

FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida (hereinafter referred to as the "County"), and The Marathon Community Theatre, Inc. (hereinafter referred to as "Event Sponsor");

WHEREAS, the umbrella organization under contract to the County has recommended to the Monroe County Tourist Development Council (hereinafter "TDC"), which has endorsed the recommendation, that certain monies be allocated for promotion of an event;

NOW THEREFORE; in consideration of the mutual promises contained herein, the parties agree as follows:

1. County shall pay a sum not to exceed \$23,349 (Twenty Three Thousand, Three Hundred and Forty Nine Dollars) for promotion and related expenditures effective October 1, 2004, as described in the event budget, attached hereto as Exhibit B, for production of the Marathon Community Theatre Season 2004/2005 between October 2004 and September 2005. Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department. The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. The general non-allocated section of an Umbrella event budget may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.
2. Event Sponsor shall provide promotion and related services as described in the Sponsor's application for funding, Exhibit A, attached hereto. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the TDC and County. The agencies of record, shall receive payment of work in progress upon submission of documented invoices associated with said event. Event sponsor fully understands that funding is obtained from tourist development taxes for which the fiscal year ends September 30, 2005. Event sponsor also understands that the funding process through which this contract was made available by County requires event sponsors to submit their payment requests as quickly as possible and to finalize all such requests before the end of the fiscal year, if at all possible. In order for the tourist development taxes to be utilized most effectively for the purpose for which they were authorized, attracting and promoting tourism, the budgeting process of the County requires the event's funding to be concluded in a timely manner. In recognition that the timeliness of payment requests is of extreme importance to the funding of future advertising and promotion for the stability of the tourist-based economy, Event Sponsor agrees to submit by September 30, 2005 all invoices and support documentation as required by the County's Finance Department rules and policies. Event Sponsor shall not be reimbursed nor will Event Sponsor's vendors be paid directly for any invoices received by the County after September 30, 2005.

3. Event Sponsor shall reimburse County for any amount of funds expended by County in connection with an event which does not occur as a result of any act or omission by Event Sponsor.

4. Event Sponsor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement. Should event involve the serving or distribution of alcoholic beverages, Event Sponsor shall obtain prior to the event a Liquor Liability insurance policy naming Monroe County as a co-insured.

5. Event Sponsor shall maintain records pursuant to generally accepted accounting principles for three (3) years after the event and shall permit County and its agents and employees access to said records at reasonable times.

6. County may terminate this agreement without cause upon providing written notice to Event Sponsor no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Sponsor notice at least seven (7) days prior to the effective date of the termination.

7. Event sponsor is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Article XXI.

8. Event Sponsor warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

9. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. Logo: All promotional literature and advertising must display the **"The Florida Keys & Key West, Monroe County Tourist Development Council, Come as You Are"**, logo/trade mark adopted by the TDC and County on November, 2000 (as per attached). **Radio Advertising should read "Brought to you by the Monroe County Tourist Development Council"**. No reimbursement or direct payment will be considered unless this logo/trade mark is utilized.

11. Insurance Requirements: Event Sponsor, as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section.

Event Sponsor will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the county as specified below. Event Sponsor shall maintain the required insurance throughout the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of the Event until the required insurance has been reinstated or replaced. Event Sponsor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- * Certificate of Insurance

or

- * Certified copy of the actual insurance policy

A certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Event Sponsor's insurance shall not be construed as relieving Event Sponsor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

Event Sponsor shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, Event Sponsor shall obtain General Liability Insurance. Coverage shall be maintained through out the life of the contract and include, as a minimum:

- * Premises Operations
- * Products and Completed Operations
- * Blanket contractual Liability
- * Personal Injury Liability
- * Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- * \$1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

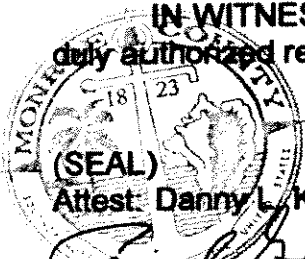
- * \$500,000.00 per person
- * \$1,000,000.00 per Occurrence
- * \$100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative, the 20th day of OCT, 2004.



(SEAL)

Attest: Danny L. Kolhage, Clerk

[Signature of Danny L. Kolhage]

Deputy Clerk

Board of County Commissioners
of Monroe County

[Signature of Murray E. Nelson]

Mayor/Chairman

(CORPORATE SEAL)

Attest:

By: _____
Secretary

OR _____

Witness

The Marathon Community Theatre, Inc.

By: *[Signature of Rita L. Smith]*
President

APPROVED AS TO FORM

[Signature of Suzanne A. Hutton]

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date: 9/23/04

MARATHON COMMUNITY THEATRE 2004-2005 Season Schedule -

October 8 and 9 - Marathon Community Theatre presents *One Weekend Only: "Country Nights and Broadway Lights"* Join us for an evening of song & dance at our annual season-opening fundraiser, followed by a fabulous champagne and buffet reception. Tickets are \$40. For more information please call 743-0994 or 743-0408. Marathon Community Theatre is located at MM 49.5, 5101 Overseas Highway, Oceanside - Next to the Cinema.

Nov. 11, 12, 13, 18, 19, 20, 26, 27, 28 (matinee), Dec. 2, 3, 4 - Marathon Community Theatre presents *Proof*, a drama by David Auburn. Tickets are \$13/adult, \$7/children under 18. Evening curtain is 8 p.m. For more information please call 743-0994 or 743-0408. Marathon Community Theatre is located at MM 49.5, 5101 Overseas Highway, Oceanside - Next to the Cinema.

December 11, 4 p.m. - *Marathon Community Theatre's Fifth Annual, FREE Holiday Concert and Sing-a-Long*. The Marathon Community Theatre Chorus holiday concert featuring the MCT Tropical Tappers and the MCT Dance Troupe has quickly become one of the island's favorite holiday events. It's FREE family fun for everyone and our gift to the community. For more information please call 743-0994 or 743-0408. Marathon Community Theatre is located at MM 49.5, 5101 Overseas Highway, Oceanside - Next to the Cinema.

Jan. 6, 7, 8, 13, 14, 15, 16 (matinee), 20, 21, 22, 23 (matinee), - Marathon Community Theatre presents *The Cemetery Club*, a comedy by Ivan Menchell. Tickets are \$13/adult, \$7/children under 18. The matinee curtain on January 16th & 28th is 3 p.m. Evening curtain is 8 p.m. For more information please call 743-0994 or 743-0408. Marathon Community Theatre is located at MM 49.5, 5101 Overseas Highway, Oceanside - Next to the Cinema.

Feb. 24, 25, 26, March 3, 4, 5, 6 (matinee), 10, 11, 12, 13 (matinee), 17, 18 19 - Marathon Community Theatre presents the hit musical *Kiss Me Kate*. Book, music & lyrics by Cole Porter. Tickets are \$20. Matinee curtain on March 6 & 13 is 3 p.m. Evening curtain is 8 p.m. For more information please call 743-0994 or 743-0408. Marathon Community Theatre is located at MM 49.5, 5101 Overseas Highway, Oceanside - Next to the Cinema.

April 15, 16, 22, 23, 29 & 30 - Marathon Community Theatre presents *Massage Therapy*, a new drama by Joe Godfrey. Tickets are \$13/adult, \$7/children under 18. The matinee curtain on November 28th is 3 p.m. Evening curtain is 8 p.m. For more information please call 743-0994 or 743-0408. Marathon Community Theatre is located at MM 49.5, 5101 Overseas Highway, Oceanside - Next to the Cinema.

Please also include these additions to your community or cultural calendar

September 29, 2004 - The Greater Marathon Chamber of Commerce will be offering a series of Communication seminars by well known Richard Callahan. These seminars will be a free benefit to Chamber members and \$20.00 to non-members. This first seminar is the Introduction to Communication: Listening Skills and will be held at the Marathon Community Theater on September 29th from 3pm until 5pm. Call 305-743-5417 for Reservations. Marathon Community Theatre is located at MM 49.5, 5101 Overseas Highway, Oceanside - Next to the Cinema.

December 1, 2004 - The Marathon Community Theater will host its quarterly membership meeting at 7pm. If you are not a current member but are interested you are welcome to join us. We will have a social hour after the meeting. For more information please call 743-0994 or 743-0408. Marathon Community Theatre is located at MM 49.5, 5101 Overseas Highway, Oceanside - Next to the Cinema.

February 11-12, 7:30 p.m. - Returning for its third annual Valentine's concert, **ISLAND OPERA THEATRE** is back for its *Evening of Love*. These beautiful concerts have sold out the past two years, so make it a point for your and your loved one to attend. Songs and scenes of love from musical theatre, cabaret, and opera will get you in the mood! Tickets are \$20.00. For more information please call 743-0994 or 743-0408. Marathon Community Theatre is located at MM 49.5, 5101 Overseas Highway, Oceanside - Next to the Cinema.

As always many thanks!

Wanda Whitehouse
MCT
GBM

EXHIBIT B

MONROE COUNTY TOUIST DEVELOPMENT COUNCIL CULTURAL UMBRELLA EVENT FUNDS BUDGET BREAKDOWN

FISCAL YEAR 2005

EVENT NAME: Marathon Community Theatre Season 2004/05

MEDIA ADVERTISING	\$	20,984
BROCHURES, POSTERS, PROGR/	\$	840
DIRECT MAIL & POSTAGE	\$	600
PHOTO PROGRAM	\$	280
PUBLIC RELATIONS	\$	-
PROMOTIONAL ITEMS (T-SHIRTS, CAPS, JACKETS, ETC.)	\$	-
MISCELLANEOUS*	\$	<u>645</u>
TOTAL:	\$	23,349

*MISCELLANEOUS MAY NOT EXCEED 15% OF THE ABOVE BUDGET

ACTUAL EXPENDITURES MAY DEVIATE NO MORE THAN 10% FROM THIS BUDGET.

THE MAXIMUM REQUEST IS \$25,000.00.

FUNDS ARE PAID ON A REIMBURSEMENT BASIS.

ALL PRINT AND TELEVISION MATERIALS MUST DISPLAY THE CURRENT TDC LOGO

ALL BROADCAST ADVERTISING PLACED OUTSIDE MONROE COUNTY MUST INCLUDE THE LINE
"SPONSORED IN PART BY THE FLORIDA KEYS AND KEY WEST, MONROE COUNTY TOURIST
DEVELOPMENT COUNCIL."

IF FUNDED, EXHIBITS A AND B WILL BECOME PART OF YOUR CONTRACT AND TRANSMITTED TO
OFFICE OF THE CLERK OF THE COURT.

MONROE COUNTY, FLORIDA

Request For Waiver
of
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: See Event Attachment

Name of Entity: Marathon Community Theatre

Name of Event: Marathon Theatre Season 2004/2005

Contract for: Services

Address of Contractor: C/O TDC Att: Maxine

Phone: 305-296-1552

Scope of Work: Advertising and Promotion

Reason for Waiver: Providing funds to promote event only.... Minimal exposure to county

Policies Waiver will
apply to: See Attached

Signature of Contractor: 

Approved X

Not Approved _____

Risk Management: Bill Jucha

Date: 6/14/04

County Administrator Appeal:

Approved _____

Not Approved _____

Date: _____

Board of County Commissioners Appeal:

Approved _____

Not Approved _____

Meeting Date: _____